the injury. *Southern Ry. Co.* v. *Webb,* 116 Ga., 152; *Schwarz* v. *Adsit,* 91 Ill. App., 576; *Moore* v. *Townsend,* 76 Minn., 64. Here, not only might the intervening cause have been anticipated on the part of the defendant, but it was precisely the thing against which it was its duty to guard. The court in the principal case lays considerable stress on the point that the intervening event was in itself sufficient to cause the injury sustained, and that it is impossible to say that if defendant company had not been negligent such injury would not have occurred. This, no doubt, is true, but nevertheless does not operate to relieve defendant from the consequences of its negligent act. Due to the negligence of said defendant, the plaintiff's premises were left in such a condition that they were exposed to a greater risk on account of such intervening cause than they would otherwise have been, and when, as a result, loss occurs, defendant cannot be permitted to shift the responsibility. *Little Rock &c. Co.* v. *McGaskill,* 75 Ark., 133; *Metallic &c. Co.* v. *Boston R. R. Co.,* 109 Mass., 277.

SCHOOL TEACHERS—"NEGLECT OF DUTY."—On charges preferred by the district superintendent against relator for "neglect of duty," which was a ground for her dismissal from the teaching staff under the provisions of the New York charter, the specified ground of the charge being absence "from duty since February 3, 1913, for the purpose of bearing a child," relator was dismissed from service by the board of education. *Held,* that the board could not be compelled by mandamus to reinstate relator (WILLARD BARTLETT, C. J. and HOGAN, J. dissenting). *Peop. ex rel. Peixotto* v. *Bd. of Education* (N. Y. 1914), 106 N. E. 307.

The crucial question in the case involves the meaning of the words of the charter, "neglect of duty." It was said in the majority opinion: "Absence on account of serious illness or for any other reason, high or low, leaves the duties of the position unperformed, and therefore neglected by the absentee." Said WILLARD BARTLETT, C. J., dissenting: "In my opinion the board of education was without power or jurisdiction to remove her on this ground. * * * Married women have been employed as teachers in our public schools for so many years that their employment in this capacity must be deemed to have the approval of the Legislature. Certainly, if it had been disapproved, we should have found some evidence to that effect on the statute book. Maternity, requiring occasional absences at periods of childbirth, is a natural consequence of the employment of potential mothers as teachers." This position would seem to be sound, particularly in view of the decision of the same court in 1904 that under the New York charter the board of education has no power to pass a by-law that upon the marriage of a teacher, her place should thereupon become vacant. *Peop. ex rel. Murphy* v. *Maxwell,* 177 N. Y. 494. Under these circumstances it seems a harsh construction to hold that "neglect of duty" as used in this charter shall mean the unavoidable omission to perform a duty.

TORTS—HOSPITAL ENJOINED AS NUISANCE.—Complainants seek to enjoin defendant company from conducting its hospital so as to injure complainants, who owned adjoining premises. It appeared that objectionable noises, and cries of pain of hospital patients disturbed complainants by day and at night,